

# State of California Department of Real Estate Action Residential Mortgage Broker License # 01176699 NMLS License # 291402

Thank-you for choosing *Action Residential Mortgage* for your real estate financing needs. Attached are the necessary forms to sign in order to begin processing your new real estate loan. To prevent delays, provide copies of the information requested on page two, review and sign the other forms, and return them at your earliest convenience.

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As you know, when it comes to borrowing money, no one likes surprises. We welcome and even advise all internet customers to verify internet businesses' for status and legitimacy. Therefore, we have included the above information. Furthermore, we consider it our privilege and will be happy to explain any and all costs associated with your loan. You will be receiving a "Good Faith Estimate" as a sepeate document. If you have any questions please do not hesitate to call at your earliest convenience.

Verifications, credit reports, appraisals and related documents are good for 90-120 days only. Extended processing time may require updating these documents, which could result in additional fees charged.

A termite report and clearance may be required at time of closing if noted on the sales agreement, the appraisal, or if requested by the investor. A Policy of Hazard (Fire) Insurance will be required at time of closing with a minimum coverage to the amount of the new loan on the subject property. Some areas may also require a Policy of Flood Insurance coverage.

Refinance or Equity Loans will have a three (3) day right of rescission period prior to funding.



SUPPLEMENTAL INFORMATION AND/OR DOCUMENTATION NEEDED- PAGE 2
Please forward the following:
Copies of the following checked items are necessary for processing your loan:
XA copy of your drivers license and the entirety of this application fully executed;
XMost current pay check stubs for a one month period;
XLast two years W2's (or 1099's);
XLast two (2) months bank statements (all pages) from all sources;
XCopies of Retirement Account statements;
(Provide only if a non-owner occupied) Rental agreements for all income properties or tax returns for the last two years;
If a purchase loan, a copy of the purchase agreement for property being purchased and or sold;
Page 18 and 1
If Self Employed: Last two years tax returns form 1040's (all schedules) Please sign the copy of your personnel tax returns;
Self-employed applicants will need to furnish the last two years of corporate / partnership tax returns and a recent financial statement (preparation by a professional CPA may be a lender requirement), and a profit and loss statement for the most recent quarter year to date.



1466 Bellevue Ave Ste 29 • Burlingame, CA 94010 Phone (650) 638-3600 • Facsimile (650) 638-3636 • c. (650) 678-2065 ww.ActionMortgage.com • Rich.Young@ActionMortgage.com

	TITLE TO YOUR PROPERTY – PAGE 3
	<b>TENANCY IN COMMON:</b> Deceased's interest passes under his or her will, or if there is no will, to his or heirs under the Laws of Interstate Succession. The interest would be subject to the probate.
• •	<b>JOINT TENANCY:</b> Deceased's interest passes automatically to the surviving Joint Tenant(s). There is no bate, but rather a Joint Tenancy Termination procedure (Affidavit Death of Joint Tenant).
	<b>COMMUNITY PROPERTY:</b> Deceased spouse's interest passes under his or her Will, or if there is no I, to his or her heirs under the California Law of Interstate Succession. The interest would be subject to

(4) SEPARATE PROPERTY: Same as Tenancy in Common. This is a common form of ownership by a single individual.

the probate code . May also qualify for Community Property Set - Aside.

(5) INTER VIVA: (LIVING) TRUST: Deceased individual's interest passes according to the trust provisions he or she created. There is no probate and no statutory fee to Executor and Attorney.

Note: This information merely describes some of the more common ways to take title to your property. It is not intended to give you legal advice. Questions on how you hold title and / or other possible consequences should be directed to your Attorney or C.P.A. Action Residential Mortgage claims no liability for reliance on this information.

I ( WE ) WOULD LIKE TO TAKE TITLE TO MY/OUR PROPERTY AS:					
<u> </u>					
Borrower's Signature	Date				
Borrower's Signature	Date				



	LOAN INCIDENTALS – PA	GE 4	
Two loan incidentals that must b	e paid are your credit report a	nd your appraisal.	
	be between \$500 and \$600 fo and four-plexes we be betwee		esidence. Income
We need your authorization and	credit card information for pay	ying these fees.	
American Express:		CRV:	EXP:
Master Card:		CRV:	EXP:
Visa		CRV:	EXP:
Name on the card:			
Billing address:			
	Stat		
	<u>Authorization</u>		
Borrower's Signature	Date		
<b>E</b>			
CO-Borrower's Signature	 Date		



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## BORROWER'S CERTIFICATION, AUTHORIZATION, NOTICE, AUTOMATED UNDERWRITING - PAGE 5

Certification: The undersigned certify the following: 1) I/We have applied for a mortgage loan from ACTION RESIDENTIAL MORTGAGE. In applying for the loan, I/We completed a loan application containing various information on the purpose of the loan, the amount and source of the downpayment, employment and income information, and assets and liabilities. I/We certify that all of the information is true and complete. I/We made no misrepresentations in the loan application or other documents, nor did I/We omit any pertinent information; 2) I/We understand and agree that ACTION RESIDENTIAL MORTGAGE reserves the right to change the mortgage loan review process to a full documentation program, if the current application is for partial documentation processing. This may include verifying the information provided on the application with the employer and/or the financial institution; 3) I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for this mortgage, as applicable under the provisions of Title 18, United States Code, Section 1014.

Authorization to Release Information: To Whom It May Concern: 1) I/We have applied for a mortgage loan from ACTION RESIDENTIAL MORTGAGE. As part of the application process, ACTION RESIDENTIAL MORTGAGE may verify information contained in my/our loan application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control program; 2) I/We authorize you to provide to ACTION RESIDENTIAL MORTGAGE, and to any investor to whom ACTION RESIDENTIAL MORTGAGE may sell my/our mortgage, any and all information and documentation that they request. Such information includes, but is not limited to, employment history and income; bank, money market, and similar account balances; credit history; and copies of income tax returns; 3) ACTION RESIDENTIAL MORTGAGE or any investor that purchases the mortgage may address this authorization to any party named in the loan application; 4) A copy of this authorization may be accepted as an original. 5) Your prompt reply to ACTION RESIDENTIAL MORTGAGE or the investor that purchased the mortgage is appreciated.

**Notice to Borrowers:** This is notice to you as required by the Right to Financial Privacy Act of 1978 that HUD/FHA has a right of access to financial records held by financial institutions in connection with the consideration or administration of assistance to you. Financial records involving your transaction will be available to HUD/FHA without further notice or authorization but will not be disclosed or released by this institution to another Government Agency or Department without your consent except as required or permitted by law.

Automated Underwriting Service Acknowledgement and Agreement: I/Each of the persons signing below, agree that my mortgage loan application may be reviewed by the Federal Home Loan Mortgage Corporation Loan Prospector TM automated underwriting service (Freddie Mac/Loan Prospector) to assist in processing my application. I authorize the lender to whom I have presented my application, any agent or successor-in-interest of my lender, any lender which is considering purchasing my loan or the servicing of the loan and Freddie Mac/Loan Prospector to obtain copies of my credit reports and any other information, such as employment, income, asset and liability, and other information about me they may require to process my application or to review my loan in connection with a potential sale. I also agree that the foregoing lenders and Freddie Mac/Loan Prospector may use the information about me to assess and improved the effectiveness and accuracy of their underwriting procedures and requirements.

Ø			
	Borrower's Signature	Date	
Ø			
	Co-Borrower's Signature	Date	



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# DISCLAIMER OF COMMITMENT, AGREEMENT, RIGHT OF PRIVACY ACT, EQUAL CREDIT REPORTING ACT – PAGE 6

**DISCLAIMER OF COMMITMENT**: That the signing of an application form and/or any related documents in connection with our application for a home loan with *Action Residential Mortgage* does not mean or imply that there is a commitment on the part of *Action Residential Mortgage* to grant us any such loan. That because of the present unpredictable state of home financing, **no person** is authorized, on behalf of *Action Residential Mortgage* to make **any** commitment to us sooner than one day before our loan is expected to record in a county recorder's office, and thus, even if our loan might receive preliminary approval, the amount, interest rate, and points could all change before the loan closes. That any expression to us of confidence that we might obtain a loan, at a particular rate or amount, is an expression of belief and opinion only by the one making it, and not to be relied upon us as representation by an authorized agent of *Action Residential Mortgage*. In further consideration of *Action Residential Mortgage* processing our loan (whether or not approved or made), if it is necessary to enforce this disclaimer by suit or defense to a suit, we agree to pay *Action Residential Mortgage* reasonable attorney fees.

**AGREEMENT**: I/We hereby appoint *Action Residential Mortgage* as their exclusive agent to assist in obtaining a loan and further understand that if I/we should cancel the loan <u>after</u> the loan application has been approved for subject property, I/We agree to pay through open escrow with the Title Company a cancellation fee, not less than 1.25% of the loan amount. I/We further agree to pay collection and/or attorney fees if necessary to collect this fee, notwithstanding, it is further understood that NO fee is due if loan approval is unattainable or if escrow is canceled due to no fault of my/our own. This agreement shall expire ninety days from its execution.

RIGHT OF PRIVACY ACT: This is notice to you as required by the Right to Financial Privacy Act of 1978 that the Department of Housing and Urban Development has a right of access to financial records held by a financial institution in connection with the consideration of administration of assistance to you. Financial records involving your transaction will be available to the Department of Housing and Urban Development without further notice or authorization but will not be disclosed or released to another Government agency or Department without your consent except as required or permitted by law.

**EQUAL CREDIT REPORTING ACT (ECOA):** The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract): because all or part of the applicant's income is derived from a public assistance program; or because the applicant has in good faith exercised any rights under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this creditor is: Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

We are required to disclose to you that you need not disclose income from alimony, child support or separate maintenance payment if you choose not to do so.

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Borrower Applicant	Date	Co-Borrower Applicant	Date	



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occu	JPANCY STATEMENT / C	OPY OF APPRAISAL REPORT - PAGE 7	
OCCUPANCY STATEMENT property described above		ertify and acknowledge that, upon takin will be as follows:	g title to the real
2 Seconda home (vacation, e you plan to establ	ry Residence - To be occ tc.), while maintaining p ish it as your primary re	y Applicant(s) within 30 days of closing. upied by Applicant(s) at least 15 days yearincipal residence elsewhere. [Please chasidence at a future date (e.g., retirement occupied. Purchased as an investment	neck this box if nt)].
	statement concerning	e punishable by fine or imprisonment, or this loan application under the provision	
Ø		<b>E</b>	
Borrower Applicant	Date	Co-Borrower Applicant	Date
connection with the loan	for which you are apply	to a copy of the appraisal report to be only ing, provided that you have paid for or a sisal report, please call or submit a written	are willing to pay
	160	sidential Mortgage Mira Street City, CA 94404	
The signature(s) below ac report. Please keep this n	• , ,	et of this notice of your right to a copy of an records.	f the appraisal
<u>K</u>	·		
Borrower Applicant	Date	Co-Borrower Applicant	Date




## **EMPLOYMENT CERTIFICATION - PAGE 8**

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**EMPLOYMENT CERTIFICATION:** An approval for a loan is based upon employment, income and obligations as shown on the loan application. At closing, the applicant and co-applicant/spouse, if applicable, are required to execute a sworn statement affirming that they are currently working as previously reported, have not received notice of layoff nor have knowledge of pending layoff, and that outstanding obligations are substantially the same as reported on the application. Should a change occur in your employment or financial status prior to loan closing, immediately notify your loan officer, as it will be necessary to obtain approval of any changes.

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Borrower Applicant	Date	Co-Borrower Applicant	Date



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#### FAIR CREDIT REPORTING ACT / HOUSING FINANCIAL DISCRIMINATION ACT - PAGE 9

FAIR CREDIT REPORTING ACT: AN INVESTIGATION WILL BE MADE AS TO THE CREDIT STANDING OF ALL INDIVIDUALS SEEKING CREDIT IN THIS APPLICATION. THE NATURE AND SCOPE OF ANY INVESTIGATION WILL BE FURNISHED TO YOU UPON WRITTEN REQUEST MADE WITHIN A REASONABLE PERIOD OF TIME. IN THE EVENT OF DENIED CREDIT DUE TO AN UNFAVORABLE CONSUMER REPORT, YOU WILL BE ADVISED OF THE IDENTITY OF THE CONSUMER REPORTING AGENCY MAKING SUCH REPORT AND OF THE RIGHT TO REQUEST WITHIN SIXTY (60) DAYS THE REASON FOR THE ADVERSE ACTION, PURSUANT TO PROVISIONS OF SECTION 615(b) OF THE FAIR CREDIT REPORTING ACT.

THE HOUSING FINANCIAL DISCRIMINATION ACT OF 1977 FAIR LENDING NOTICE: IT IS ILLEGAL TO DISCRIMINATE IN THE PROVISIONS OF OR IN THE AVAILABILITY OF FINANCIAL ASSISTANCE BECAUSE OF THE CONSIDERATION OF: 1)TRENDS, CHARACTERISTICS OR CONDITIONS IN THE NEIGHBORHOOD OR GEOGRAPHIC AREA SURROUNDING A HOUSING ACCOMMODATION, UNLESS THE FINANCIAL INSTITUTION CAN DEMONSTRATE IN THE PARTICULAR CASE THAT SUCH CONSIDERATION IS REQUIRED TO AVOID AN UNSAFE AND UNSOUND BUSINESS PRACTICE; OR 2), RACE, COLOR, RELIGION, SEX, MARITAL STATUS, NATIONAL ORIGIN OR ANCESTRY. IT IS ILLEGAL TO CONSIDER THE RACIAL, ETHNIC, RELIGIOUS OR NATIONAL ORIGIN COMPOSITION OF A NEIGHBORHOOD OR GEOGRAPHICAL AREA SURROUNDING A HOUSING ACCOMMODATION OR WHETHER OR NOT SUCH COMPOSITION IS UNDERGOING CHANGE, OR IS EXPECTED TO UNDERGO CHANGE, IN APPRAISING A HOUSING ACCOMMODATION OR IN DETERMINING WHETHER OR NOT, OR UNDER WHAT TERMS AND CONDITIONS, TO PROVIDE FINANCIAL ASSISTANCE. THESE PROVISIONS GOVERN FINANCIAL ASSISTANCE FOR THE PURPOSE OF THE PURCHASE, CONSTRUCTION, REHABILITATION OR REFINANCING OF ONE TO FOUR UNIT FAMILY RESIDENCES OCCUPIED BY THE OWNER AND FOR THE PURPOSE OF THE HOME IMPROVEMENT OF ANY ONE TO FOUR UNIT FAMILY RESIDENCE. AN INVESTIGATION WILL BE MADE AS TO THE CREDIT STANDING OF ALL INDIVIDUALS SEEKING CREDIT IN THIS APPLICATION. THE NATURE AND SCOPE OF ANY INVESTIGATION WILL BE FURNISHED TO YOU UPON WRITTEN REQUEST MADE WITHIN A REASONABLE PERIOD OF TIME. IN THE EVENT OF DENIED CREDIT DUE TO AN UNFAVORABLE CONSUMER REPORT, YOU WILL BE ADVISED OF THE IDENTITY OF THE CONSUMER REPORTING AGENCY MAKING SUCH REPORT AND OF THE RIGHT TO REQUEST WITHIN SIXTY (60) DAYS THE REASON FOR THE ADVERSE ACTION, PURSUANT TO PROVISIONS OF SECTION 615(B) OF THE FAIR CREDIT REPORTING ACT.

IF YOU HAVE QUESTIONS ABOUT YOUR RIGHTS, OR IF YOU WISH TO FILE A COMPLAINT, CONTACT THE MANAGEMENTOF THIS FINANCIAL INSTITUTION OR: Rich Young – Action Residential Mortgage, 160 Mira Street, Foster City, CA 94404, or call 650-638-3600.

Borrower Applicant	Date	Co-Borrower Applicant	Date	



#### STATE OF CALIFORNIA FAIR LENDING NOTICE - PAGE 10

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**STATE OF CALIFORNIA FAIR LENDING NOTICE:** Under the Housing Financial Discrimination Act of 1977, it is unlawful for a financial institution to refuse to make a loan or to offer less favorable terms than normal (such as higher interest rate, larger down payment or shorter maturity) based on any of the following considerations: 1. Neighborhood characteristics (such as the average age of the homes or the income level in the neighborhood) except to limited extent necessary to avoid an unsafe and unsound business practice. 2. Race, sex, color, religion, marital status, national origin or ancestry.

It is also unlawful to consider, in appraising a residence, the racial, ethnic, or religious composition of a particular neighborhood, whether or not such composition is under going change or is expected to undergo change.

If you wish to file a complaint, or if you have questions about your rights, contact: Department of Real Estate, 180 Berry Street, Room 5816, San Francisco, CA 94102 or Department of Real Estate, 107 South Broadway, Room 8107, Los Angeles, CA 90012. If you file a complaint, the law requires that you receive a response within (30) days. I/We received a copy of this notice.

My signature below signifies that I have read this dislosure and agreement in its entirety and agree to the terms and conditions as defined herein.

Borrower Applicant	Date	Co-Borrower Applicant	Date	



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### **MORTGAGE BROKER FEE DISCLOSURE - PAGE 11**

You have applied to Action Residential Mortgage, a mortgage broker, for a residential mortgage loan. We will submit your application for a residential mortgage loan to a participating lender with which it from time to time contracts upon such terms and conditions as you may request or a lender may require. The lenders have asked that this form be furnished to you to clarify the role of mortgage brokers. This form supplements other disclosures or agreements required by law that you should receive from the mortgage broker concerning you application.

## **SECTION 1. NATURE OF RELATIONSHIP** In connection with this mortgage loan:

- 1. The mortgage broker may be acting as an independent contractor and not your agent. If you are unsure of the nature of your relationship, please ask the mortgage broker for clarification.
- 2. The mortgage broker has separate independent contractor agreements with various lenders.
- 3. While the mortgage broker seeks to assist you in meeting your financial needs, it does not distribute the products of all lenders or investors in the market and cannot guarantee the lowest price or best terms available in the market.

**SECTION 2. THE BROKER'S COMPENSATION** The lenders whose loan products are distributed by the mortgage broker generally provide their loan products to the mortgage broker at a wholesale rate.

- 1. The retail price a mortgage broker offers you your interest rate, total points and fees will include the broker's compensation.
- 2. In some cases, the mortgage broker may be paid all of its compensation by either you or the lender.
- 3. Alternatively, the mortgage broker may be paid a portion of its compensation by both you and the lender. For example, in some cases, if you would rather pay a lower interest rate, you may pay higher up-front points and fees.
- 4. Also, in some cases, if you would rather pay less up-front, you may wish to have some or all of your fees paid directly by the lender, which will result in a higher interest rate and higher monthly loan payments than you would otherwise be required to pay.
- 5. The mortgage broker also may be paid by the lender based on (a) the value of the Mortgage Loan or related servicing rights in the market place or (b) other services, goods or facilities performed or provided by the mortgage broker to the lender.

The amount of fees and charges that you pay in connection with your loan will be estimated on your Good Faith Estimate. The final amounts will be disclosed to you on your HUD1 or HUD-1A Settlement Statement at the close of escrow by the Title Company.

By signing below, applicant(s) acknowledge that you have read and understand this document. By your signature, you also acknowledge that you have received a copy of this document.

Borrower Applicant	Date	Co-Borrower Applicant	Date	



## GENERAL AUTHORIZATION / BROKER & BORROWER DOCUMENT CERTIFICATION – PAGE 12

**BROKER AND BORROWER DOCUMENT CERTIFICATION**: For purposes of this Broker and Borrower Document Certification, Broker and borrower(s) acknowledge that such certification pertains to any and all documents provided by borrower(s) to Broker for purposes of loan processing, underwriting and closing.

**GENERAL AUTHORIZATION**: I hereby authorize Action Residential Mortgage to verify my past and present employment, earnings records, bank accounts, stock holdings and any other asset balances needed to process my mortgage application.

I further authorize Action Residential Mortgage to order a mortgage credit report and verify all other credit information, including past and present mortgage and landlord references. It is understood that a photocopy of this document shall also serve as an authorization to provide the information requested. The information obtained is only to be used in the processing of my mortgage loan application. The undersigned Broker and borrower(s) hereby certify that all copies of documents provided to Lender for the purpose of underwriting and closing borrower(s) loan, are true and exact copies of the original documents provided by the borrower(s). Broker and borrower(s) further certify that the original documents do not contain any alterations, revisions, erasures or whiteouts.

NOTE: In order to comply with investor requirements for sale of loans, Lender will require the borrower(s) to provide original signatures on the first two pages of any tax returns.

ACTION RESIDENTIAL MORTGAGE

Rich Young - Broker/President Date

Borrower Name

Signature

Date

Signature

Date



PATRIOT ACT – INFORMATION DISCLOSURE – PAGE 13				
ACTION RESIDENTIAL MO 160 Mira Street Foster City, CA 94404	DRTGAGE			
Loan Number:		<del></del>		
• •	-	errorism and money laundering activities, rify, and record information that identifies		
•	ion that will allow us	account, we will ask you for your name, ac s to identify you. We may also ask to see yong the account.		
ACKNOWLEDGEMENT OF	F RECEIPT – I/We hav	ve received a copy of this disclosure.		
Ø		Ø		
Borrower Applicant	 Date	Co-Borrower Applicant	 Date	



HAZARD	INSURANCE DISCLOSURE – PAGE 14
Date:	
Lender:	
Borrower(s):	
Property Address:	
<b>E</b>	
	Date
<b>E</b>	
	Date
	Date
~	



REFINANCE PURPOSE LETTER – PAGE 15			
DATE:			
TO WHOM IT MAY CONCERN:			
THE PURPOSE OF THIS REFINANCE IS TO:			
SINCERELY,			
£			
Borrower			
Z.			
Co-Borrower	<del></del>		

<sup>\*\*</sup>NOTE: PLEASE BE SPECIFIC IN EXPLANATION FOR USE OF CASH OUT



Fax:

**Email Address:** 

1466 Bellevue Ave Ste 29 • Burlingame, CA 94010
Phone (650) 638-3600 • Facsimile (650) 638-3636 • c. (650) 678-2065
ww.ActionMortgage.com • Rich.Young@ActionMortgage.com

From time to time we find it necessary to call our clients to obtain urgently needed information. Please provide us with all possible ways of reaching you in case of such a situation.				
<u>Borrower</u>	<u>Co-Borrower</u>			
Home Phone:				
Work Phone:				
Mobile Phone:				
Other Phone:				

**ADDITIONAL INFORMATION - PAGE 16** 

Please provide us with information on your Home Owners Insurance. We will provide this information to the title company so that evidence of insurance may be obtained prior to funding your loan.

Insurance Company:

Agent Name (if any):

Phone Number:

Thank you for providing this information. We hope to make this a smooth and painless process for you.

## **Borrower's Certification & Authorization**

#### Certification

The undersigned certify the following:

- 1. I/We have applied for a mortgage loan from ACTION RESIDENTIAL MORTGAGE. In applying for the loan, I/We completed a loan application containing various information on the purpose of the loan, the amount and source of the downpayment, employment and income information, and assets and liabilities. I/We certify that all of the information is true and complete. I/We made no misrepresentations in the loan application or other documents, nor did I/We omit any pertinent information.
- 2. I/We understand and agree that ACTION RESIDENTIAL MORTGAGE reserves the right to change the mortgage loan review process to a full documentation program, if the current application is for partial documentation processing. This may include verifying the information provided on the application with the employer and/or the financial institution.
- 3. I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for this mortgage, as applicable under the provisions of Title 18, United States Code, Section 1014.

#### **Authorization to Release Information**

To Whom It May Concern:

- 1. I/We have applied for a mortgage loan from ACTION RESIDENTIAL MORTGAGE. As part of the application process, ACTION RESIDENTIAL MORTGAGE may verify information contained in my/our loan application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control program.
- 2. I/We authorize you to provide to ACTION RESIDENTIAL MORTGAGE, and to any investor to whom ACTION RESIDENTIAL MORTGAGE may sell my/our mortgage, any and all information and documentation that they request. Such information includes, but is not limited to, employment history and income; bank, money market, and similar account balances; credit history; and copies of income tax returns.
- 3. ACTION RESIDENTIAL MORTGAGE or any investor that purchases the mortgage may address this authorization to any party named in the loan application.
- 4. A copy of this authorization may be accepted as an original.
- 5. Your prompt reply to ACTION RESIDENTIAL MORTGAGE or the investor that purchased the mortgage is appreciated.

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#### **Automated Underwriting Service Acknowledgement and Agreement**

I/Each of the persons signing below, agree that my mortgage loan application may be reviewed by the Federal Home Loan Mortgage Corporation Loan Prospector TM automated underwriting service (Freddie Mac/Loan Prospector) to assist in processing my application. I authorize the lender to whom I have presented my application, any agent or successor-in-interest of my lender, any lender which is considering purchasing my loan or the servicing of the loan and Freddie Mac/Loan Prospector to obtain copies of my credit reports and any other information, such as employment, income, asset and liability, and other information about me they may require to process my application or to review my loan in connection with a potential sale. I also agree that the foregoing lenders and Freddie Mac/Loan Prospector may use the information about me to assess and improved the effectiveness and accuracy of their underwriting procedures and requirements.

Borrower's Signature / Date	Borrower's Signature / Date
Borrower's Signature / Date	Borrower's Signature / Date

ACTION RESIDENTIAL MORTGAGE 160 MIRA STREET FOSTER CITY, CA 94404-2718

## **GENERAL AUTHORIZATION**

I hereby authorize **ACTION RESIDENTIAL MORTGAGE** to verify my past and present employment, earnings records, bank accounts, stock holdings and any other asset balances needed to process my mortgage application.

I further authorize ACTION RESIDENTIAL MORTGAGE

to order a mortgage credit report and verify all other credit information, including past and present mortgage and landlord references. It is understood that a photocopy of this document shall also serve as an authorization to provide the information requested.

The information obtained is only to be used in the processing of my mortgage loan application.

Borrower	Date	Social Security Number
Co-Borrower	 Date	Social Security Number

## **Disclosure Notices**

Borrowe	r Name(s):	Property Address:		Date:	05/14/2010
				File Name:	NAME
		ECOA NO	OTICE		
religion, na all or part of any rights u	tional origin, sex, marita of the applicant's income under the Consumer Cre	ity Act prohibits creditors from disci I status, age (provided that the appl is derived from a public assistance dit Protection Act. The Federal Ag- sion, Equal Credit Opportunity, Was	icant has the capac program; or becau ency that administe	city to enter into a base the applicant has sompliance with	pinding contract): because as in good faith exercised
	uired to disclose to you e not to do so.	that you need not disclose income f	from alimony, child	support or separate	e maintenance payment if
Signature		Date	Signature		Date
		OCCUPANCY S	TATEMENT		
Applicant(s as follows:	) hereby certify and ack	nowledge that, upon taking title to the	ne real property des	scribed above, their	r occupancy status will be
	Primary Residence - 0	Occupied by Applicant(s) within 30	days of closing.		
		e - To be occupied by Applicant(s) a residence elsewhere. [Please checlement)].			
	Investment Property -	Not owner occupied. Purchased as	s an investment to I	oe held or rented.	
		a federal crime punishable by fine of der the provisions of Title 18, United			make any false statement
Signature		Date	Signature		Date
		COPY OF APPRA	ISAL REPORT		
you have p		appraisal report to be obtained in coay for the appraisal. If you want a coay			
160 MIRA	ESIDENTIAL MORTGA STREET CITY, CA 94404-2718	GE			
	ure(s) below acknowledg ther loan records.	ges your receipt of this notice of you	ır right to a copy of	the appraisal repor	t. Please keep this notice
Signature		Date	Signature		Date
		FHA LOAN	SONLY		
If you prepa	ay your loan on other tha	an the regular installment date, you  GOVERNMENT L		nterest charges un	til the end of that month.
the Departr by a financ transaction notice or au	ment of Housing and Urb ial institution in connection will be available to the I	ACT OF 1978 - This is notice to you can Development or Department of con with the consideration of administ Department of Housing and Urban I doe disclosed or released to another	Veterans Affairs has stration of assistand Development or De	as a right of access be to you. Financia partment of Vetera	to financial records held I records involving your ns Affairs without further
Signature		Date	Signature		Date
		EMPLOYMENT CE	RTIFICATION		
and co-app previously substantial	licant/spouse, if applical reported, have not receively the same as reported	on employment, income and obligated ble, are required to execute a sworr wed notice of layoff nor have knowled on the application. Should a changen officer, as it will be necessary to content the second of the se	n statement affirmin edge of pending lay Je occur in your em	ig that they are cur off, and that outsta ployment or financi	rently working as nding obligations are
Signature		Date	Signature		Date

### FAIR CREDIT REPORTING ACT

AN INVESTIGATION WILL BE MADE AS TO THE CREDIT STANDING OF ALL INDIVIDUALS SEEKING CREDIT IN THIS APPLICATION. THE NATURE AND SCOPE OF ANY INVESTIGATION WILL BE FURNISHED TO YOU UPON WRITTEN REQUEST MADE WITHIN A REASONABLE PERIOD OF TIME. IN THE EVENT OF DENIED CREDIT DUE TO AN UNFAVORABLE CONSUMER REPORT, YOU WILL BE ADVISED OF THE IDENTITY OF THE CONSUMER REPORTING AGENCY MAKING SUCH REPORT AND OF THE RIGHT TO REQUEST WITHIN SIXTY (60) DAYS THE REASON FOR THE ADVERSE ACTION, PURSUANT TO PROVISIONS OF SECTION 615(b) OF THE FAIR CREDIT REPORTING ACT.

# THE HOUSING FINANCIAL DISCRIMINATION ACT OF 1977 FAIR LENDING NOTICE

IT IS ILLEGAL TO DISCRIMINATE IN THE PROVISIONS OF OR IN THE AVAILABILITY OF FINANCIAL ASSISTANCE BECAUSE OF THE CONSIDERATION OF:

- 1. TRENDS, CHARACTERISTICS OR CONDITIONS IN THE NEIGHBORHOOD OR GEOGRAPHIC AREA SURROUNDING A HOUSING ACCOMMODATION, UNLESS THE FINANCIAL INSTITUTION CAN DEMONSTRATE IN THE PARTICULAR CASE THAT SUCH CONSIDERATION IS REQUIRED TO AVOID AN UNSAFE AND UNSOUND BUSINESS PRACTICE; OR
- 2. RACE, COLOR, RELIGION, SEX, MARITAL STATUS, NATIONAL ORIGIN OR ANCESTRY.

IT IS ILLEGAL TO CONSIDER THE RACIAL, ETHNIC, RELIGIOUS OR NATIONAL ORIGIN COMPOSITION OF A NEIGHBORHOOD OR GEOGRAPHICAL AREA SURROUNDING A HOUSING ACCOMMODATION OR WHETHER OR NOT SUCH COMPOSITION IS UNDERGOING CHANGE, OR IS EXPECTED TO UNDERGO CHANGE, IN APPRAISING A HOUSING ACCOMMODATION OR IN DETERMINING WHETHER OR NOT, OR UNDER WHAT TERMS AND CONDITIONS. TO PROVIDE FINANCIAL ASSISTANCE.

THESE PROVISIONS GOVERN FINANCIAL ASSISTANCE FOR THE PURPOSE OF THE PURCHASE, CONSTRUCTION, REHABILITATION OR REFINANCING OF ONE TO FOUR UNIT FAMILY RESIDENCES OCCUPIED BY THE OWNER AND FOR THE PURPOSE OF THE HOME IMPROVEMENT OF ANY ONE TO FOUR UNIT FAMILY RESIDENCE.

IF YOU HAVE QUESTIONS ABOUT YOUR RIGHTS, OR IF YOU WISH TO FILE A COMPLAINT, CONTACT THE MANAGEMENT OF THIS FINANCIAL INSTITUTION OR:

## **ACKNOWLEDGEMENT OF RECEIPT**

I (WE) RECEIVED A COPY OF THIS NOTICE

Borrower	Date	Borrower	Date
Borrower	Date	Borrower	Date

## Mortgage Broker Fee Disclosure

You have applied to us -- a mortgage broker -- for a residential mortgage loan. We will submit your application for a residential mortgage loan to a participating lender with which we, from time to time, contract upon such terms and conditions as you may request or a lender may require. The lenders have asked that this form be furnished to you to clarify the role of mortgage brokers. This form supplements other disclosures or agreements required by law that you should receive from us concerning your application.

#### SECTION 1. NATURE OF RELATIONSHIP. In connection with this mortgage loan:

- ★ We may be acting as an independent contractor and not as your agent. If you are unsure of the nature of your relationship, please ask us for clarification.
- ★ We have separate independent contractor agreements with various lenders.
- \* While we seek to assist you in meeting your financial needs, we do not distribute the products of all lenders or investors in the market and cannot guarantee the lowest price or best terms available in the market.

SECTION 2. THE BROKER'S COMPENSATION. The lenders whose loan products are distributed by us generally provide their loan products to us at a wholesale rate.

- ★ The retail price we offer you --- your interest rate, total points and fees --- will include our compensation.
- \* In some cases, we may be paid all of our compensation by either you or the lender.
- \* Alternatively, we may be paid a portion of our compensation by both you and the lender. For example, in some cases, if you would rather pay a lower interest rate, you may pay higher up-front points and fees
- \* Also, in some cases, if you would rather pay less up-front, you may wish to have some or all of our fees paid directly by the lender, which will result in a higher interest rate and higher monthly loan payments than you would otherwise be required to pay.
- \* We also may be paid by the lender based on (i) the value of the Mortgage Loan or related servicing rights in the market place or (ii) other services, goods or facilities performed or provided by us to the lender.

You may work with us to select the method in which we receive our compensation depending on your financial needs, subject to the lender's loan program requirements and credit underwriting guidelines.

The amount of fees and charges that you pay in connection with your loan will be estimated on your Good Faith Estimate. The final amounts will be disclosed on your HUD-1 or HUD-1A Settlement Statement.

By signing below, applicant(s) acknowledge receipt of a copy of this signed Agreement.

MORTGAGE LOAN ORIGINATOR	APPLICANT(S)	
X	<u> </u>	
		[Date]
	x	
		[Date]

## **PATRIOT ACT - INFORMATION DISCLOSURE**

ACTION RESIDENTIAL MORTGAGE 160 MIRA STREET FOSTER CITY, CA 94404-2718

Phone: (650) 638-3600 Fax: (650) 638-3636				
Loan Number: NAME Lender Case No:				
To help the government fight the funding of institutions to obtain, verify, and record info		/ laundering activities, Federal law requires seach person who opens an account.	all financial	
What this means for you: When you open an account, we will ask you for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents before opening the account.				
A OVALOW! EDGEMENT OF DEGELDT				
ACKNOWLEDGEMENT OF RECEIPT				
I/We have received a copy of this disclosur	e.			
Borrower	Date	Borrower	Date	